

ASSIGNMENT OF ATTORNEYS' FEES AND EXPENSES

THIS ASSIGNMENT is made and entered into this ____ day of _____, 2017, by and between Jonathan Andres ("Andres") and Jonathan F. Andres, PC ("JFA" and collectively with Andres, hereinafter referred to as "Assignor"), and David A. Sosne, Chapter 7 Trustee for the bankruptcy estate of Green Jacobson, P.C. (hereinafter referred to as "Assignee").

WHEREAS, an involuntary petition in bankruptcy was filed against Green Jacobson, P.C., a Missouri professional corporation ("Debtor") on March 3, 2015 (the "Petition Date") in the United States Bankruptcy Court, Eastern District of Missouri, Eastern Division (the "Bankruptcy Court"), Case Number 15-41404-705 (the "Bankruptcy Case"), which resulted in the creation of the resulting bankruptcy estate ("the Estate"); and

WHEREAS, on April 16, 2015, the Bankruptcy Court entered its order granting relief under Chapter 7 of the United States Bankruptcy Code in Debtor's bankruptcy proceeding, and Trustee was appointed as the Chapter 7 trustee of Debtor's case contemporaneously therewith; and

WHEREAS, at all times relevant hereto Andres was a shareholder of Debtor; and

WHEREAS, Debtor operated a law office located at 7733 Forsyth Boulevard, Suite 700, Clayton, MO, 63105 (the "Premises"); and

WHEREAS on July 1, 2011 SKMDV Holdings, Inc. ("SKMDV") filed a lawsuit against Debtor alleging that Debtor committed professional negligence. The case is styled as *SKMDV Holdings, Inc. vs. Green Jacobson, P.C.* and assigned cause number Cause No. 11SL-CC02664 (the "SKMDV Case"); and

WHEREAS, on November 12, 2014 a Judgment was entered in the SKMDV Case in favor of SKMDV and against Debtor in the amount of \$10,500,000 (the "SKMDV Judgment"); and

WHEREAS, Debtor ceased active operations on December 31, 2014; and

WHEREAS, on or about January 22, 2015 Debtor paid the sum of \$134,225.94 to Debtor's landlord for the Premises in an effort to "pre pay" anticipated rent, operating expenses and property taxes for the Premises through July 31, 2015 (hereinafter the "Rent Transfer"); and

WHEREAS, Andres formed JFA, a new law firm, on January 23, 2015; and

WHEREAS, JFA and Andres have occupied the Premises at all times relevant hereto; and

WHEREAS, the Trustee has claimed that the Rent Transfer is avoidable under one or more provisions of Chapter 5 of the United States Bankruptcy Code and/or Missouri's Uniform Fraudulent Transfer Act and that Andres and JFA (along with other entities) are otherwise obligated to reimburse the Estate for their occupancy of the Premises (the "Rent Claims"); and

WHEREAS, the Rent Claims have been asserted against Andres and JFA (along with other Defendants) in an adversary complaint filed by the Trustee in Bankruptcy Court styled *David A. Sosne, in his capacity as Chapter 7 Trustee for Green Jacobson, P.C. v. Martin M. Green, et. al.*, and assigned Case No. 15-04160-705 (the "Rent Lawsuit"); and

WHEREAS, to avoid the cost and risk associated with litigating the Rent Claims, the Trustee and Andres and JFA (collectively "Andres/JFA") engaged in good faith, arm's-length settlement negotiations and have agreed to settle the Rent Claims pursuant to the terms stated in that certain Settlement Agreement dated _____, 2017 and the Consent Judgment executed by Assignor and Assignee of the same date; and

WHEREAS, Assignor is willing to assign all of Assignor's rights to and/or interests in attorneys' fees and expenses earned or to be earned in connection with any and all contingency fee, class action or other case in which Debtor previously was engaged and Assignor is now engaged as counsel or co-counsel (collectively, the "Fees") to Assignee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignor hereby remises, releases and assigns to Assignee all of Assignor's right, title and interest in and to the Fees.
2. The assignment contained herein is without representation or warranty of any kind, and is specifically so accepted by Assignee.
3. Assignee hereby accepts the assignment pursuant to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

Jonathan Andres

JONATHAN F. ANDRES P.C.

By: _____
Its: _____

David A. Sosne, Chapter 7 Trustee for the
bankruptcy estate of Green Jacobson, P.C.